

## CONTRACT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT** is made this 1<sup>st</sup> day of November, 2018, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property and Procurement, on behalf of the Office of Management and Budget ("VIOMB"), Department of Finance ("VIDOF"), Department of Education ("VIDE"), Department of Health ("VIDH") and the Department of Human Services ("VIDHS") (hereinafter referred to as "Government") and **Bazilio Cobb Associates, P.C.** (hereinafter referred to as "Contractor").

### WITNESSETH:

**WHEREAS**, the Government is in need of the services of a third-party fiduciary agent as a condition of receiving further United States Department of Education ("USDE/ED") Funding, because the USDE/ED has mandated that the Government utilize the services of a third-party fiduciary agent, acceptable to the USDE/ED, to administer its funding to VIDE, VIDH, and VIDHS which duties and responsibilities are more particularly described in Addendum I (Scope of Work) attached hereto; and

**WHEREAS**, the Government entered into the Contract for Professional Services, Contract No. PC-OMB-084-2010 (the "Original Contract") approved by the Governor of the Virgin Islands on June 24, 2010, with Thompson, Cobb, Bazilio & Associates, P.C. pursuant to which the Government engaged Thompson, Cobb Bazilio & Associates, P.C. to manage grant funds awarded by the USDE/ED to the Government; and

**WHEREAS**, the Original Contract was amended by Contract No. PC003OMB11 ("First Amendment"), which was signed by the Governor on September 30, 2010;

**WHEREAS**, the Original Contract and First Amendment were assigned to the Contractor as successor-in-interest to Thompson, Cobb, Bazilio & Associates, P.C. by assignment and Contract No. PC090OMB12, which was approved on December 10, 2012; and

**WHEREAS**, two renewal options were processed namely, Contract No. PC11OMB13 which was approved on June 13, 2013 and Contract No. PC116OMB14 which was approved on June 24, 2014; and

**WHEREAS**, the Government solicited services for a third-party fiduciary agent through RFP No. 002-2016(P), but USDE/ED concurrence was not received at the completion of the solicitation process; and

**WHEREAS**, in order to maintain a third-party fiduciary agent, as mandated by USDE/ED, the Government contracted with the Contractor to serve as the third-party fiduciary agent under Contract No. P071OMBT16 approved by the Governor on September 21, 2016; and

**WHEREAS**, Contract No. P071OMBT16 was amended by Contract No. P011OMBT17, which was approved by the Governor on November 4, 2016, and amended via Amendment No. II in Contract No. P044OMBT17 which was approved by the Governor on March 30, 2017; and

**WHEREAS**, Contract No. P044OMBT17, expired pursuant to its terms on October 31, 2018; and

**WHEREAS**, the USDE/ED has issued Federal Fiscal Year ("FFY") FFY2018-2019 Specific Conditions ("Specific Conditions"), which requires the Government's continued use of a third-party fiduciary agent; and

**WHEREAS**, the Government solicited the services of a third-party fiduciary agent through RFP-015-2018(P) in accordance with the Government's procurement laws, but USDE/ED's concurrence is required of the selected contractor but said concurrence has not yet been received; and

**WHEREAS**, it is therefore necessary for the Government to engage the Contractor to comply with the USDE/ED's mandate for the continued services of third-party fiduciary agent for the oversight and management of its grant funding to the Government; and

**WHEREAS**, the Contractor has provided uninterrupted services to the Government as the third-party fiduciary agent; and

**WHEREAS**, the Contractor was selected in accordance with 31 V.I.C. § 239(a) (8); and

**WHEREAS**, the Contractor represents that it is willing and capable of providing such services;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

## **1. SERVICES**

The Contractor will provide the services described in Addendum I (Scope of Work) which is specifically, USDE/ED FFY2018 – 2019 Specific Conditions Attachment A, dated June 26, 2018, attached to this Contract and incorporated herein by this reference.

## **2. TERM**

Upon execution of this Contract by the Governor of the Virgin Islands the Contract shall be effective for a Term beginning from November 1, 2018 to October 31, 2019. The Government in its sole discretion, shall have the option to renew this Contract for a period of two (2) additional one (1) year periods, subject to the same terms noted herein, by providing the Contractor with thirty (30) days written notice of the Government's election to renew.

### 3. COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Work), agrees to pay Contractor a sum not to exceed Two Million Six Hundred Eighty-Three Thousand Three Hundred Sixty Nine Dollars and Sixty Four Cents (\$2,683,369.64.) in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this contract.

Fees associated with the maintenance and upkeep of the Tyler MUNIS system associated with this project, total annual amount of \$83,369.64, is paid by the Contractor and reimbursed by the Government on a monthly basis is included in the total contract amount of \$2,683,369.64

### 4. TRAVEL EXPENSES

Inclusive of the compensation for services as specified in Paragraph 3 (Compensation) above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed N/A.

### 5. RECORDS

The Contractor when applicable, will present documented precise records of time and/or money expended under this Contract. Such records shall include, but shall not be limited, to a description of all deliverables and tasks performed. All records derived therefrom and pertaining to this Contract is the property of the Government and shall be turned over to it at the termination or expiration of this Contract. The above described materials shall not be utilized by the Contractor or by any other person or entity except upon the written permission of the Government.

### 6. PROFESSIONAL STANDARDS

The Contractor agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands. The Contractor states that it has done a thorough background check on all employees, personnel and others and verifies that those persons are qualified and possess the training and skills necessary to perform the work and services required under this contract.

### 7. DOCUMENTS, PRINTOUTS, ETC.

All documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Government and shall be turned over to it at the termination of this Contract. The above

described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government.

## **8. LIABILITY OF OTHERS**

Nothing in this Contract shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, or independent contractors, or in any other capacity whatsoever, or make Government liable to any such persons, firms associations, or corporations for the acts, omissions, liabilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment insurance, gross receipt, excise, and social security taxes for Contractor, its servants, agents or independent contractors.

## **9. ASSIGNMENT**

The Contractor shall not subcontract or assign any part of the services under this Contract without the prior written consent of the Government, after the Government has obtained the prior written approval of the USDE/ED.

## **10. INDEMNIFICATION**

Contractor agrees to indemnify, defend and hold harmless the Government from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expense (including attorney's fees) and causes of action of whatsoever character which Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of Government.

## **11. INDEPENDENT CONTRACTOR**

The Contractor shall perform this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

## **12. GOVERNING LAW**

This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands without regard to its conflict of laws provisions.

## **13. WAIVERS AND AMENDMENTS**

No waiver, modification or amendment of any term condition or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or

instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

#### **14. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this agreement. This agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this Agreement, whether written or oral.

#### **15. RIGHT TO WITHHOLD**

If work under this Contract is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to Contractor, such sums as Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, Government may apply such sums in such manner as Government may deem proper to secure itself or to satisfy such claims. Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

No such withholding or application shall be made by Government if and while Contractor gives satisfactory assurance to Government that such claims will be paid by Contractor or its insurance carrier, if applicable in the event that such contest is not successful.

#### **16. CONDITION PRECEDENT**

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Governor.

#### **17. TERMINATION**

Either party will have the right to terminate this Contract with or without cause on thirty (30) days written notice to the other party specifying the date of termination.

Upon receipt of a Notice of Termination, and except as directed by the Government, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- (a) Cease operations as specified in the notice;
- (b) Place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the contract;
- (c) Terminate all subcontracts to the extent they relate to the work terminated;
- (d) Take actions necessary, or that the Government may direct, for the protection and preservation of the work and property related to this contract that is in the possession of the Contractor and in which the Government has or may have an interest;

- (e) Transfer title and delivery to the Government of all work in process, completed work, material produced or acquired for the work terminated;

In the case of such termination for Government's convenience, the Contractor shall be entitled to receive payment for work executed and reasonable costs incurred by reason of such termination. All materials, supplies and equipment purchased in connection with the scope of work shall, not including any software or structured methodology, if and when paid for by the Government, become the property of the Government

## **18. PARTIAL TERMINATION**

The performance of work under this Contract may be terminated by the Government, in part, whenever the Government shall deem such termination advisable by providing thirty (30) days written notice to the Contractor. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties under this Contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the thirty (30) day notice.

## **19. NON-DISCRIMINATION**

No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.

## **20. CONFLICT OF INTEREST**

- (a) Contractor covenants that it has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
- (b) Contractor further covenants that it is:
  - (1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature, or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
  - (2) a territorial officer or employee and, as such, has:
    - (i) familiarized itself with the provisions of Title 3, Chapter 37 of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;
    - (ii) not made, negotiated or influenced this Contract, in its official capacity;
    - (iii) no financial interest in the Contract as that term is defined in section 1101(1) of said Code chapter.

## 21. EFFECTIVE DATE

The effective date of this Contract shall be the day of execution of the Contract by the Governor.

## 22. NOTICE

Any notice required to be given by the Terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

### GOVERNMENT

Anthony D. Thomas  
Commissioner Nominee  
Department of Property and Procurement  
Sub Base, Building No. 1, Third Floor  
St. Thomas, US Virgin Islands 00802


Jenifer C. O'Neal  
Director Nominee  
Office of Management and Budget  
5041 Norre Gade – 2<sup>nd</sup> Floor  
Emancipation Garden Station  
St. Thomas, US Virgin Islands 00802

Kimberley Causey-Gomez  
Commissioner Nominee  
Department of Human Services  
Knud Hansen Complex - Building A  
1303 Hospital Ground  
St. Thomas, US Virgin Islands 00802

Racquel Berry-Benjamin  
Commissioner Nominee  
Department of Education  
#44-46 Kongens Gade  
St. Thomas, US Virgin Islands 00802

Kirk Callwood, Sr.  
Commissioner Nominee  
Department of Finance  
2314 Kronprindsens Gade  
St. Thomas, US Virgin Islands 00802

Contract No. P031 OMB T19

Contractor's Initials: 

Justa Encarnacion  
Commissioner Nominee  
Department of Health  
#48 Sugar Estate  
St. Thomas, VI 00802

## **CONTRACTOR**

Ralph B. Bazilio, CPA, CEO  
Bazilio Cobb Associates, P.C.  
1001 Connecticut Ave., NW, Suite 745  
Washington, DC 20036

## **23. LICENSURE**

The Contractor covenants that it has:

- (a) obtained all of the applicable licenses or permits, permanent, temporary or otherwise as required by Title 27 of the Virgin Islands Code; and
- (b) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

## **24. OTHER PROVISIONS**

Addenda I, II and III, attached hereto are a part of this Contract and are incorporated herein by reference.

## **25. CONTRACTOR PROJECT PERSONNEL**

- (a) Contractor shall, in writing, provide the Government with the names and qualifications, which shall include references and curriculum vitae, of all Key Personnel and Operating Personnel that will be providing services under this Contract. Key Personnel shall be subject to the approval of the Government. The Government's approval process for Key Personnel may, at the discretion of the Government, include a face to face interview. Once approved by the Government, Key Personnel may not be removed from the project without the prior approval of the Government. In the event the Government approves the removal of any Key Personnel, Contractor shall provide the name and qualifications, which shall include references and curriculum vitae, of the replacement Key Personnel. All replacement Key Personnel shall be subject to the approval of the Government, which approval process may, at the discretion of the Government, include a face to face interview. Contractor's replacement Key Personnel shall be of similar caliber, and meet the same professional standards, as the members who were part of the Contractor's initial project team.



- (b) "Key Personnel" shall mean an employee of the Contractor serving in a supervisory capacity or in a position that includes any responsibility or authority to make discretionary decisions with respect to the services to be performed under this Contract. Key Personnel includes, but is not limited to, all managers.
- (c) "Operating Personnel" shall mean any person employed by the Contractor with respect to this Contract who is not in a supervisory capacity with the authority to make discretionary decisions with respect to the services to be performed under this Contract and whose duties involve performing the specific tasks described in the scope of work under this Contract under the supervision and direction of the Contractor's Key Personnel.
- (d) All Key Personnel assigned to this Contract shall be employees of the Contractor. Contractor may not subcontract any Key Personnel positions.
- (e) Contractor shall assign a Key Personnel employee to act as Contractor Project Manager with respect to this Contract. The Contractor Project Manager shall have the responsibility of managing the project under this Contract on behalf of the Contractor. Also, the parties agree that any performance issues or other issues and concerns that the Government may have with respect to the Contract shall first be communicated to the Contractor Project Manager.
- (f) The Government shall have the right to request the removal of any Key Personnel and any Operating Personnel that is an employee of the Contractor. Upon such request, Contractor shall, within THIRTY (30) days, remove the subject individual or individuals from the project and present the names and qualifications, including references and curriculum vitae, of replacement Key Personnel or Operating Personnel, as the case may be. Individuals selected to replace Operating Personnel may commence performance of their duties upon the Government's receipt of the names and qualifications of said individuals. In addition, the Government shall have the right to recommend the removal of any Operating Personnel that is a subcontractor of the Contractor. In the event the Contractor acts upon the Government's recommendation, it shall within THIRTY (30) days of the removal of such Operating Personnel subcontractor present the names and qualifications, which shall include references and curriculum vitae, of a replacement subcontractor for review by the Government. Individuals or entities selected to replace an Operating Personnel subcontractor may commence performance of their duties upon the Government's receipt of the names and qualifications of said individuals or entities. In the event any Key Personnel or Operating Personnel is removed from the project, Contractor shall re-allocate the work assignments and duties as necessary among existing personnel in order for services under the Contract to continue without abatement or interruption until replacement personnel is chosen and commences his or her duties.
- (g) Notwithstanding any other terms of this Contract to the contrary, the provisions of this Section 25 are not subject to the Dispute Resolution provisions of Section 33 of this Contract.

## 26. GOVERNMENT PROJECT MANAGER

The Government shall assign an individual to act as Government Project Manager with respect to this Contract. The Government Project Manager shall be responsible for the interaction between the Contractor and the Self-Contained Model (SCM) aka Federal Grants Specialized Processing Unit (FGSPU) of the Office of Management and Budget, who will coordinate efforts and liaison with the Virgin Islands agencies that receive USDE/ED grant funds. The parties agree that any payment issues or other issues and concerns the Contractor may have with respect to the Contract shall first be communicated to the Government Project Manager.

## 27. FALSE CLAIMS

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer, department, board, commission, or other agency thereof, knowing such claims to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.

## 28. INSURANCE

Contractor shall maintain the following insurance coverages during the term of this Contract

- (a) **COMMERCIAL GENERAL LIABILITY:** Commercial general liability insurance, in a form acceptable to the Government, on a "per occurrence" basis with a minimum limit of not less than One Million Dollars and No Cents **(\$1,000,000.00)** for anyone per occurrence for death or personal injury and One Million Dollars and No Cents **(\$1,000,000.00)** for any one occurrence for property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement.
- (b) **PROFESSIONAL LIABILITY:** Professional liability insurance, in a form acceptable to the Government, which covers the services being performed under this Contract, with policy limits of not less than Two Million Six Hundred Thousand Dollars and No Cents **(\$2,600,000.00)** per claim. The Government shall be listed thereon as a certificate holder.
- (c) **WORKERS' COMPENSATION:** Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage.

## 29. VI Third Party Fiduciary Transition Period

The Contractor will coordinate efforts with any new selected contractor/third party fiduciary agent to transfer processes, files, records and any other pertinent information required for the seamless transition of responsibilities.

### **30. ORDER OF PRECEDENCE**

Except with respect to Addendum I (Scope of Work) – USDE/ED Specific Conditions to this Contract, in the event of a conflict between the provisions of this Contract and the Addenda to the Contract, the provisions of this Contract shall prevail. In the event of a conflict between the provisions of Addendum I (Scope of Work) - USDE/ED Specific Conditions of this Contract and the provisions of this Contract or another Addendum to the Contract, the provisions of Addendum I (Scope of Work) - USDE/ED Specific Conditions shall prevail.

### **31. FORCE MAJEURE**

Contractor and/or Government shall be excused from performance under this Contract for any period that Contractor or the Government is prevented from performing any services in whole or in part as a result of acts of God, actions or inactions of the Government, floods, epidemics, fire, quarantine restrictions, strikes, freight embargoes, unusually severe weather, provided that the Contractor or the Government have prudently and promptly acted to take any and all preventive and/or corrective steps that are within the Contractor's or the Government's control to ensure that the Contractor or the Government can promptly perform. Such non-performance (collectively, a Force Majeure Event) shall not be deemed as a breach of the Contract. This clause shall not relieve the Contractor of responsibility for developing and implementing all prudent contingency and disaster recovery measures. Subcontractor interruptions shall not be considered a Force Majeure Event unless agreed upon by both parties.

The party delayed by a Force Majeure Event shall immediately notify the other party by telephone of the occurrence of a Force Majeure Event, all preventive and corrective steps taken, how it affects performance, and the anticipated duration of the inability to perform. This information shall be confirmed in writing, via hand delivery return receipt, within FIVE (5) days of the inception of such delay.

### **32. PERFORMANCE AND OPERATIONS PROTOCOLS**

Contractor shall set forth its recommendations and proposed verification and control protocol in a written report (the "Assessment and Recommendation Report").

In preparing the Assessment and Recommendation Report, Contractor shall consult and coordinate efforts with the Government, specifically the Office of Management and Budget, to identify those particular functions of the Government that are subject to time parameters and the failure of performance, by the user agencies, of which may adversely impact the Government, such as failing to satisfy administrative requirements that results in the lapsing of USDE/ED grant funds. The Recommendation Report shall also verify the duties and functions, as identified, that must be performed in order to permit the Government and the Contractor to satisfactorily perform their

duties. The parties agree that, based upon this information, the parties shall amend the Contract to specify performance guarantees by the Contractor.

Notwithstanding the afore-mentioned provisions, the Contractor is under a duty and obligation to continue the performing the duties as the Third-Party Fiduciary Agent and shall adhere to the following protocols regarding communication on this project:

- (a) All Communications regarding the Assessment and Recommendations Report by and/or between and/or to Key Personnel shall be in writing and the Contractor shall copy the Government Contract Manager and the Director of the Office of Management and Budget.
- (b) The Contractor shall copy the Government Contract Manager and the Director of the Office of Management and Budget (or her designee) on all Communications by and/or between and/or to Key Personnel regarding the Contractor's performance of this Contract and/or the Government's performance as it pertains to the USDE/ED grants.
- (c) Communications include, but are not limited to, electronic mail, reports, status updates and memoranda and is more fully described in Addendum I (Scope of Work).
- (d) The Contractor, as it pertains to this paragraph, shall include any subcontractor.
- (e) No meetings regarding this project will be conducted without the participation of the Office of Management and Budget.
- (f) The Contractor shall give the Office of Management and Budget sufficient notice, as determined by the Government, of any meeting as to facilitate the participation of the Office of Management and Budget.

### **33. DISPUTE RESOLUTION**

The parties agree that if any dispute arises between the parties under this Contract, the following dispute resolution procedure shall be followed:

- (a) The parties agree to first make good faith efforts to resolve any and all disputes themselves relating to the permissible use and application of USDE/ED grant funds before seeking USDE/ED's assistance. If the parties cannot resolve the dispute themselves and seek the assistance of USDE/ED, as noted in USDE/ED FFY2018 – 2019 Specific Conditions, dated June 26, 2018, Page 8, Item #3, USDE/ED may issue "decisions or advice" in resolution of the unresolved issue.
- (b) In the event any conflict or disagreement arises under this Contract, neither party shall file any claim or suit against the other party until it has first provided written notice to the other party of the alleged dispute and submitted the dispute to mediation in the U.S. Virgin Islands. No-lawsuit, claim or controversy shall be filed until the conclusion of the mediation and certification by the mediator that an impasse has been reached or until 90 days has passed, whichever comes first. The mediation shall be conducted under the rules of the American Mediation Association and any mediator chosen by the parties must be certified by said Association.

- (c) Pending any and all dispute resolution during the 90 day mediation period set forth herein and pending any and all resolution of any lawsuit or claim filed in the event mediation is not successful, Contractor shall continue to perform work under the Contract and the Government shall, pursuant to the provisions of Addendum II to this Contract, continue to pay Contractor for such work.

#### **34. U.S. DEPARTMENT OF EDUCATION (USDE/ED) SPECIAL CONDITIONS**

The parties acknowledge the USDE/ED may, at its discretion, revise or supplement the Specific Conditions attached as Addendum I to this Contract. In the event USDE/ED revises or supplements the Specific Conditions attached as Addendum I to this Contract, the parties shall, as necessary and pursuant to Section 13 herein, amend the terms and provisions to this Contract so that such terms and provisions correspond with and do not conflict with the new Specific Conditions, and incorporate the new Specific Conditions as a new Addendum to this Contract.

#### **35. PROCUREMENT STANDARDS**

With respect to the procurement of goods and services under this Contract, the provisions of all applicable Code of Federal Regulations (CFR) apply. Under those provisions, the Virgin Islands is directed to use its own procurement laws and regulations. Pursuant to Chapter 23 of Title 31, Virgin Islands Code, the Virgin Islands Department of Property and Procurement, through its Commissioner, is charged with purchasing and contracting for all supplies, materials, equipment and contractual services for executive branch agencies. Such agencies include those receiving USDE/ED grant funds. 3 V.I.C. § 62 states that the Commissioners heading the executive departments of the Government shall have the ultimate responsibility for the proper performance of the functions vested in them or their respective departments. Said responsibility may not be delegated. Accordingly, it is the responsibility of the Commissioner of Property and Procurement, as the Chief Negotiating Officer for purchases and contracts relating to Virgin Islands agencies receiving USDE/ED grant funds to assess the needs of such agencies and enter into contracts for goods and services on behalf of said agencies. In all instances, the Commissioner of Property and Procurement shall procure goods and services pursuant to the applicable provisions of Virgin Islands procurement law and regulations.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

**WITNESSES:**

*J. Benny Benjamin*  
*Jess Spruitt*

*J. Benny Benjamin*  
*Jess Spruitt*

*J. Benny Benjamin*  
*Jess Spruitt*

*J. Benny Benjamin*  
*Jess Spruitt*

*J. Benny Benjamin*  
*Jess Spruitt*

*Maureen A. Thomas*  
*Magdalena A. Thomas*

**GOVERNMENT OF THE VIRGIN ISLANDS**

*Jenifer C. O'Neal*  
Jenifer C. O'Neal  
Director Designee  
Office of Management and Budget

*5/28/19*  
Date

*Kimberley Causey-Gomez*  
Kimberley Causey-Gomez  
Commissioner Nominee  
Department of Human Services

*5/28/19*  
Date

*Racquel Berry-Benjamin*  
Racquel Berry-Benjamin  
Commissioner Designee  
Department of Education

*5/29/19*  
Date

*Justa Encarnacion*  
Justa Encarnacion,  
Commissioner Designee  
Department of Health

*5/29/19*  
Date

*Kirk Callwood, Sr.*  
Kirk Callwood, Sr.  
Commissioner Designee  
Department of Finance

*5/29/19*  
Date

*Anthony D. Thomas*  
Anthony D. Thomas  
Commissioner Designee  
Department of Property & Procurement

*6.10.19*  
Date

Gary Keith  
Meer Kishor

**CONTRACTOR**

Ralph B. Bazilio  
Ralph B. Bazilio, CPA, CEO  
Bazilio Cobb Associates, P.C.  
(Corporate seal, if Contractor is a corporation)

6/6/2019  
Date

APPROVED:

Honorable Albert Bryan Jr.  
GOVERNOR OF THE VIRGIN ISLANDS

Date: 6/17/19

APPROVED AS TO LEGAL SUFFICIENCY  
DEPARTMENT OF JUSTICE BY:

Signature: Carol E. McDonald, Esq. Print: CAROL E. McDONALD, Esq.  
Date: 6/12/19

PURCHASE ORDER NO.

CERTIFICATE OF APPROVAL

I hereby certify that this is a true and exact copy of Contract No. P031 OMB T19 entered into between the Department of Property and Procurement and Bazilio Cobb Associates, P.C.

Anthony D. Thomas, Commissioner Nominee  
Department of Property and Procurement

JUN 18 2019 PM 4:20  
REC'D PROPERTY & PROCUREMENT

JUN 10 2019 PM 5:28  
REC'D PROPERTY & PROCUREMENT

Contract No. P031 OMB T19

15

Contractor's Initials: RBBS